

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
GREENVILLE DIVISION**

**HATTIE KEITHLEY and
DAMONYA KEITHLEY**

PLAINTIFFS

V.

NO. 4:18-CV-75-DMB-JMV

**SAFEWAY INSURANCE COMPANY
and JOHN DOES 1-10**

DEFENDANTS

ORDER

On February 21, 2018, Hattie Keithley and Damonya Keithley filed a complaint in the Circuit Court of Washington County, Mississippi, against Safeway Insurance Company and John Does 1-10 alleging: (1) uninsured motorist claims for property damage and personal injuries; (2) bad faith breach of contract; (3) bad faith breach of duty of good faith; and (4) conversion. Doc. #2. On March 23, 2018, Safeway Insurance removed the case to this Court. Doc. #1.

On May 1, 2018, Safeway Insurance filed a “Stipulation Dismissal” signed by it and the Keithleys in which the parties (1) “stipulate to the dismissal, with prejudice, as to any of plaintiffs’ claims for property, and the adjustment of said claims” and (2) “stipulate to the dismissal, without prejudice, of plaintiffs’ claims for bodily injury and uninsured motorist claims, and the adjustment of said claims.” Doc. #9. Four days later, Safeway Insurance filed a “Joint Motion of Dismissal” signed by it and the Keithleys in which the parties seek an order dismissing the same claims they stipulated to dismiss in their May 1 filing.¹ Doc. #10.

¹ The joint motion states that “[t]he parties have reached a settlement of *all* claims” and that “all parties request the Court enter an Order dismissing all portions of the Complaint as to claims for property and the adjustment of said claims, with prejudice. The parties wish to dismiss the claims for bodily injury and uninsured motorist claims, and the adjustment of said claims, without prejudice.” Doc. #10 at 1 (emphasis added). Neither the parties’ stipulation document nor their joint motion mentions the Keithleys’ remaining claims; however, to the extent the parties have indicated in their joint motion that all claims were settled, and have confirmed the same with the Court by e-mail, the Clerk of the Court is directed to close this case.

Federal Rule of Civil Procedure 41 permits the voluntary dismissal of actions without a court order by the filing of “a stipulation of dismissal signed by all parties who have appeared.” Fed. R. Civ. P. 41(a)(1)(A)(ii). Because the parties’ stipulation document complied with Rule 41, the Keithleys’ property damage claims, bodily injury claims, and uninsured motorist claims were dismissed as stated therein. Accordingly, the joint motion to dismiss [10] is **DENIED as moot**.

SO ORDERED, this 21st day of May, 2018.

/s/Debra M. Brown
UNITED STATES DISTRICT JUDGE